

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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HARRY RICKS,

Plaintiff,

-against-

DET. LEE ABRAHALL, DET. CHARLES LOPRESTI,  
DET. JOHN COLLINS, DET. LOCKWOOD,  
individually and as Detectives of the NEW YORK CITY  
POLICE DEPT.; CITY OF NEW YORK,

Defendants.

**STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISCONTINUANCE**

08 CV 1303 (JG)(VVP)

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**WHEREAS**, plaintiff commenced this action by filing a complaint on or about  
March 31, 2008, alleging that defendants violated his constitutional rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's  
allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation,  
without further proceedings and without admitting any fault or liability; and

**WHEREAS**, plaintiff has authorized his counsel to settle this matter on the terms  
set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by  
and between the undersigned, as follows:

1. This above-referenced action is hereby dismissed with prejudice, and  
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Harry Ricks  
the total sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) in full satisfaction  
of all claims, including claims for costs, expenses and attorney's fees. In consideration for the

payment of this sum, plaintiff agrees to dismissal of all the claims against the City of New York and the individually named defendants, and to release all defendants, and any present or former employees or agents of the City of New York, from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit Concerning Liens or an Affidavit of No Liens, whichever applies.

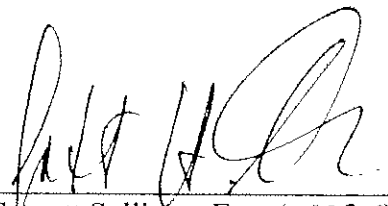
4. Nothing contained herein shall be deemed to be an admission by the City of New York that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
September 16, 2009

Garnett Sullivan, Esq.  
Attorney for the Plaintiff  
245-02 Jericho Turnpike, 2<sup>nd</sup> Floor  
Floral Park, NY 11001  
(516) 285-1575

By:   
Garnett Sullivan, Esq. (CS 3713)

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
Attorney for Defendants  
100 Church Street  
New York, N.Y. 10007  
(212) 788-0899

By:   
Stuart E. Jacobs (SJ 8379)

SO ORDERED:

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U.S.D.J.